

AGREEMENT
BETWEEN
THE CENTRAL REGIONAL BOARD OF EDUCATION
AND
THE CENTRAL REGIONAL
ADMINISTRATIVE OFFICE PERSONNEL ASSOCIATION
JULY 1, 2012- JUNE 30, 2015

PREAMBLE

This Agreement is entered into this first day of July 2012 by and between the Board of Education of the Central Regional School District of the County of Ocean, State of New Jersey, hereinafter referred to as the "Board" and the Central Regional Administrative Office Personnel Association, hereinafter referred to as the "Association".

RECOGNITION

The Board of Education hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for those Administrative Office Personnel employed by the Board of Education. Administrative Office Personnel shall include all those employed in the Superintendent's office and the Board of Education office.

HOSPITAL AND MEDICAL COVERAGE

A. The District shall provide at no expense to the members represented by the Association a full hospital and surgical plan coverage as provided under the School Employees' Health Benefits Program (SEHBP). Costs for such program shall be shared between the members and Board in accordance with applicable state law, including the Pension and Health benefits reform law of 2011 (P.L. 2011, c 78) and the 1.5 Law of 2010 (P.L. 2010, c 2).

1. New unit employees hired after the date of ratification shall be covered by single insurance (if otherwise eligible) for the first three (3) years of employment. Employees may buy in to other enrollment levels during this period under rules promulgated by the Administration.

B. Medical and Prescription Coverage shall be at full family coverage including dependent children until age 26. Optical payment and dental with orthodontics rider shall be at full family coverage including dependent children until age 23.

C. The base medical plan offered to the members shall be the Direct 15/25 PPO Plan. Members shall have the option to choose any other plans available through the SEHBP. Members choosing more expensive Plans than the Direct 15/25 PPO Plan shall bear 100% of the cost difference.

D. Members choosing to enroll in the Direct 20/30 PPO Plan shall receive a Board contribution of \$150.00 per year to be deposited into a Flexible Spending Account (FSA).

E. The prescription plan shall be as follows: The co-pay will be \$10.00 generic and \$20.00 brand name. The mail order co-pay shall be \$10.00 generic/\$20.00 brand name. Prescription co-pay cannot be submitted to Major Medical for reimbursement.

F. Each member shall be entitled with his or her spouse and dependent children to a physical examination as provided annually by the School Employees' Health Benefits Program.

G. Any member who opts out of any medical plan, prescription plan, dental plan and/or optical plan provided by the Board of Education for any full calendar year shall receive a cash payment as listed below. Member shall notify the Business Administrator at least thirty (30) days in advance. The member will be compensated in two equal payments disbursed on June 30th and December 31st and will be able to re-enroll annually.

- Medical Plan Opt-Out Payments for 2012 through 2015: 25% of savings or \$5,000.00, whichever is less as per State Law.
- Prescription Plans: Single Plan (\$843.84) Husband/Wife Plan (\$1977.60) Spouse/Child (\$1126.02) Family Plan (\$1997.10)
- Dental Plans: Single Plan (\$223.92) Husband/Wife Plan (\$591.12) Spouse/Child Plan (\$581.12) Family Plan (\$62.28)
- Optical Plans: Single Plan (\$24.90) Husband/Wife Plan (\$37.38) Spouse/Child Plan (\$43.62) Family Plan (\$62.28)

H. The Board will set up at least two (2) meetings per school year with School Employees' Health Benefits Program or Medical Plan representatives to explain the School Employees' Health Benefits Program, Dental Plan, NVA and BeneRx Plans.

I. Nothing contained herein shall be construed to deny or restrict the Board in making sole determination of the carrier(s) provided it can demonstrate to the Association that any change in carrier(s) results in no reduction in benefits and services.

OFFICE PERSONNEL HOURS

1. The work day shall consist of eight (8) hours including a sixty (60) minute lunch hour and a thirty (30) minute break.
2. Summer work hours shall commence the day after the close of school in June and terminate

five (5) working days before the opening of school in September. The hours shall be a total of seven (7) hours including a fifteen (15) minute break and thirty (30) minute lunch.

(Note: When the Board institutes a four (4) day summer schedule the work day will be eight and one-half (8 ½) hours per day for four (4) days.

3. Vacation Schedule - Vacation times shall be subject to the approval of immediate Supervisor. In the event of a conflict, seniority will prevail. Employees shall be eligible for vacation on the following basis:

Twelve (12) month employment:

- a. Minimum six (6) months employment - one (1) week vacation.
- b. 1-3 years employment - two (2) weeks vacation.
- c. 4-9 years employment - three (3) weeks vacation.
- d. 10 years and beyond - four (4) weeks vacation.

Payment for accumulated vacation time at time of retirement: Personnel will be compensated for no more than forty (40) unused or earned vacation days at time of retirement at their per diem rate at time of retirement.

4. On those days when school (s) are not in session on account of inclement weather, office personnel shall make every reasonable effort to report to work if and when possible.

5. Office personnel shall be compensated at the rate of time and one-half for all work beyond her/his normal workday.

GRIEVANCE PROCEDURE

A. Definitions

1. A "grievance" shall mean a complaint by employee(s) or representative(s) of employee(s) arising out of an alleged misapplication, misinterpretation or violation of the terms of this Agreement or administrative decisions or practices rendered thereunder.

2. An "aggrieved person" is the person/persons or the Association making the claim.

3. A "party in interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

B. Purpose

1. The purpose of this procedure is to secure at the lowest possible level, solutions to the grievances which may from time to time arise. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

2. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Administration, and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement.

C. Procedure

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level is considered as a maximum and every effort shall be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

2. A grievance to be considered under this procedure must be initiated in writing by the employee within thirty (30) work days of the occurrence of the actual happening which gives rise to the grievance.

3. Level One

When a grievance occurs, personnel covered by this Agreement shall file a written notice of said grievance with the appropriate Supervisor, either directly or through the Association's designated representative. Within six (6) work days of receipt of said written notice of grievance, the Supervisor shall consider said grievance and shall issue a written opinion.

4. Level Two

a. If the aggrieved person(s) is not satisfied with the opinion issued by the Supervisor, the Association may, within forty-five (45) work days after receipt of the opinion issued at Level One, refer the written grievance to the Superintendent of Schools, who shall hold a hearing. Such demand for a hearing shall be in writing and shall include all available relevant evidence in support thereof.

b. Within six (6) work days after receipt of the position of the Association, the Superintendent

of Schools shall schedule and hold a hearing for the purpose of allowing the Association to submit appropriate evidence.

c. Within six (6) work days after the conclusion of the hearing, the Superintendent of Schools shall issue a decision, in writing, setting forth his findings of fact, reasoning and conclusions on the issues submitted to him.

5. Level Three

a. If the decision rendered by the Superintendent is adverse to the aggrieved, the Association may, within six (6) work days after the Superintendent has rendered such adverse decision, or within ten (10) work days after the position of the Association was received by the Superintendent, appeal, in writing, to the Board.

b. The Board shall consider the appeal and may, within ten (10) work days after receipt of such appeal, hold a hearing. If a hearing is held, the Board shall issue a decision, in writing, within ten (10) work days after the conclusion of such hearing or next scheduled board meeting but not to exceed fifteen (15) days.

c. If the Board determines that hearing is not warranted or necessary, it shall nevertheless, issue a decision, in writing, within ten (10) work days after the receipt of the appeal from the Association.

d. Such appeal shall, in all cases, be confined solely to the issue or issues and evidence submitted in support thereof to the Superintendent and shall provide the specific basis of disagreement and evidence in support thereof.

e. If new evidence is obtained in support of such grievance after the hearing at Level Three, the Association shall notify the Superintendent, in writing, at which time the grievance shall return to Level Three. It is understood that no penalty shall accrue to the Association because of the failure of any administrative officer to render information properly requested by the Association and which the Association is entitled to receive.

6. Level Four

a. If the aggrieved person is not satisfied with the disposition of the grievance at Level Three,

the aggrieved may within five (5) school days of the Board's decision, request in writing that the Association submit his/her grievance to arbitration. If the Association determines that the grievance is meritorious, it may submit the grievance to arbitration within fifteen (15) days after receipt of a request by the aggrieved person.

b. Within ten (10) school days after written notice of submission to arbitration, the Association shall request a listing of arbitrators from the American Arbitration Association and/or the Public Employment Relation Commission. The parties shall then be bound by the rules of either Commission on the selection of an arbitrator.

c. The arbitrator shall confer with the representatives of the Board and the Association and hold hearings promptly. Said hearing shall in all cases be confined solely to the issue or issues and evidence submitted in support thereof to the Board. The arbitrator shall limit himself/herself to the interpretation and application of the express terms of this Agreement. He/she shall have no authority to add to, detract from, alter, amend, or modify any provision of this Agreement or impose on any party hereto a limitation or obligation not provided for in this Agreement.

d. The arbitrator shall issue his/her recommendation no later than thirty (30) days from the date of the close of statements and proofs on the issues that were submitted to him/her. The arbitrator's recommendation shall set forth his/her findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any recommendation which requires the commission of an act prohibited by law or which is in violation of the terms of this Agreement.

e. The award of the arbitrator on the merits of any grievance within his/her jurisdiction and authority, as provided in this Agreement, shall be final and binding on the aggrieved employees, the Association and the Board.

f. All fees of the arbitrator, including but not limited to necessary travel expenses, fees for transcripts and payments to witnesses, of any arbitration proceedings shall be borne by the parties equally, except that each shall pay the fees of its own counsel.

D. Rights of Employees to Representation

1. Any aggrieved person may be represented at all stages of the grievance procedure by himself/herself, or any person of his own choosing, including a representative selected or approved by the Association. When an employee is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

2. No reprisals of any kind shall be taken by either party to this Agreement or the Administration against any party in interest, any administrator, any member of the Association or any other participant in the grievance procedure by reason of such participation.

E. Miscellaneous

1. If, in the judgment of the Association, a grievance affects a group, the Association may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at Level Two. The Association may process a grievance despite an intention of abandonment by a specifically aggrieved person.

2. Forms for filing grievances, serving notices, making reports and recommendations, and other necessary documents shall be prepared jointly by the Superintendent and the Association, with Board approval, and given appropriate distribution so as to facilitate operation of the grievance procedure.

3. All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives.

4. Notwithstanding the pendency of any grievance, all personnel covered by this Agreement shall continue to perform all duties and assignments.

5. Failure by the aggrieved or the Association to process a grievance in accordance with the time schedule as set forth in this Article shall constitute an abandonment of the grievance and render it null and void. Failure of the Board to process a grievance in accordance with the time schedules as set forth in this Article shall permit the aggrieved to automatically proceed to the next level. Any waiver of this provision must be in writing and acknowledged by both parties.

6. The Association agrees to process all grievances solely through the grievance procedure.

MEMBERS RIGHTS

- A. No member shall be formally disciplined or formally reprimanded, reduced in rank or compensation without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure herein setforth. Withholding of increments or other similar statutory penalty shall not be subject to the grievance procedure if precluded by law.
- B. No staff member shall be reprimanded in front of peers.
- C. Whenever any member is required to appear before the Board or any committee or member thereof concerning any matter which could adversely affect the continuation of that member in his/her office, position or employment, or the salary or any increments pertaining thereto, then he/she shall be given prior written notice of the reasons(s) for such meeting or interview and shall be entitled to have no more than three (3) representatives of his/her choosing present to advise him/her and represent him/her during such meeting or interview.

ASSOCIATION RIGHTS AND PRIVILEGES

- A. Pursuant to Chapter 123, Public Law 1974, New Jersey Employer and Employee Relations Act, public employees included in the negotiating unit have, and shall be protected in the exercise of, the right, freely and without fear of penalty or reprisal to form or join any employee organization or refrain from any such activity. As a duly selected body, exercising governmental powers under cover of law of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive any employee in the enjoyment of any rights conferred by Chapter 123, Public Law 1974, New Jersey Employer and Employee Relations Act, or other laws of New Jersey, or the Constitution of New Jersey and the United States.
- B. Whenever any representative of the Association or any employee is mutually scheduled by the parties to participate during working hours in negotiations, or if required to meet by decision of mediator, fact-finder or arbitrator, he shall suffer no loss in pay.
- C. The Association shall be permitted to transact official Association business and to use school buildings with prior administrative approval and provided that this shall not interfere with

or interrupt normal business operations. The Association shall be permitted to use office equipment at reasonable times when equipment is not in use.

LEAVE OF ABSENCE

1. Sick Leave

A. Secretaries employed on a twelve (12) month basis shall be awarded twelve (12) days sick leave credit for the year to be added to previously accumulated sick leave while in the employ of the Board with no maximum limit. Sick leave is hereby defined in accordance with applicable provisions of N.J.S.A. Title 18A.

B. Secretaries who are absent due to personal disability as a result of illness or injury shall be entitled to full pay for each of such absences up to the number of days accumulated.

2. Death in the Immediate Family

A. All full-time secretaries shall be allowed up to five (5) days, without loss of pay, in the event of death in the immediate family. The immediate family shall include father, mother, spouse, child, brother, sister, father-in-law, mother-in-law, grandparent, grandchild, step child, domestic partner or a relative living as a member of the immediate household.

B. Up to two (2) days without loss of pay shall be allowed to all full time staff in the event of the death of a spouses' grandparent, brother-in-law, sister-in-law, niece, nephew, uncle, aunt or significant person at the discretion of the Superintendent.

3. Personal Business

A. Three (3) days shall be allowed each year for personal business that cannot be conducted outside of school hours. Personal days must be approved in advance by the Superintendent.

Personal business shall include observance of religious holidays, court subpoena, marriage in the immediate family, personal business that can only be conducted during school hours or emergencies not included in the above. Association members not wishing their reasons to be known will have the right to disclose the reasons directly to the Superintendent for consideration.

B. No personal days will be permitted on the day immediately preceding and the day

immediately following school calendar holidays. Extreme cases will be accepted, providing the request is specific and/or emergent in nature and may be granted only with the direct and express approval of the Superintendent.

C. Any unused personal days will be converted to sick leave day (s) and added to the members' sick leave account at the beginning of the next contract year.

EXTENDED LEAVE OF ABSENCE

1. Anticipated Disability Leave

A. Any employee who anticipates undergoing a state of disability such as, but not limited to: surgery, hospital confinement, medical treatment, pregnancy, etc., may apply for a leave of absence based upon anticipated disability in accordance with provisions hereinafter set forth, in which instance such leave of absence may be chargeable to the sick leave account of said employee. All employees covered by this Agreement anticipating a state of disability shall notify the Superintendent through their immediate supervisor of the condition expected to result in disability as soon as the condition which may result in disability is known or within a reasonable time thereafter. Failure to give notification as prescribed may result in loss of child rearing leave privileges. A conference between the employee so affected and the Superintendent/Supervisor shall take place within sixty (60) days of said notification for the purpose of discussing specific dates and arrangements pursuant thereto.

B. Any employee who desires to continue in the performance of his/her duties during a period expected to lead to a state of disability shall be permitted to do so provided said employee produces a statement of his or her physician stating that said employee is physically capable of continuing to perform his/her duties and further stating up to what date, in the opinion of said physician, the employee is capable of performing said duties.

C. In no event shall the Board be obligated to permit an employee anticipating a state of disability to continue in the performance of his/her duties where the performance of said employee has substantially declined from that performance demonstrated by said employee at the time immediately prior to the time when notification was given or should have been given of the state of

anticipated disability.

D. The employee requesting a leave under the provisions of this Section shall specify in

writing the date on which he/she wishes to commence said leave and the date on which he/she wishes to return to employment following recovery from said disability.

E. The Board shall have the right to require any employee who has been on a disability leave and who desires to return to his/her duties by a fixed date following recovery from disability to produce a certificate from his/her physician stating that he/she is capable of resuming his/her duties.

F. An employee who has undergone hospital confinement shall be expected to resume his/her duties within a reasonable length of time.

G. Where disability leaves have been approved, the commencement or termination dates thereof may be further extended or reduced for confirmed medical reasons upon application by the employee to the Board. All extensions of such leaves shall in any event be subject to the provisions of the NJSA Title 18A: 30-1 et. seq. and specifically NJS A 18A: 30-6 and 18A:30-7.

H. Whenever, in the opinion of the Board, the dates of the commencement of an anticipated disability leave and/or the dates for the resumption of duties would substantially interfere with the administration of the school, the requested dates may be changed by the Board, if in the opinion of the employee's physician such change shall be without medical hazard to the employee.

I. These provisions shall not be deemed to impose on the Board any obligation to grant or extend a leave of absence of any non-tenured employee beyond the end of the contract school year in which the leave is obtained.

2. Child Rearing Leave

A. In a case where an employee or spouse gives birth to a child or in a case of a defacto adoption, said employee shall have the right to apply for a leave without pay or any other benefits provided for in this Agreement.

B. In a case where both husband and wife work in the school system, only one of said

persons may be entitled to apply for such leave.

C. Said leave shall be granted by the Board for a period of time as may be mutually agreed. In the absence of application for child rearing leave, the conditions pursuant to emergency disability leave shall prevail and control.

D. Applications for child-rearing leave must be filed at least three (3) months before the anticipated birth of the child or custody date in the case of an adoption, where possible.

E. Extensions beyond the one (1) year stipulations may be made at the sole discretion of the Board upon application by the employee at least three (3) months in advance of the expiration of the one (1) year period.

F. Wherever possible, the Supervisor shall attempt to assign an employee to the same position he/she held at the time said leave commenced. If an employee who has been granted a child-rearing leave is permitted to return to the system at any time other than those stipulated herein, such employee may be assigned to any position decided by the Superintendent so long as such assignment is within the Board Office or Superintendent's Office.

G. The dates of the commencement and termination of child-rearing leaves shall be in all cases subject to and based upon a finding and determination by the Board that such leaves will not substantially interfere with the administration of the school.

3. Other Leaves Without Pay

A. The Board, upon recommendation of the Superintendent, may grant a leave of absence without pay or any other benefits provided for in the agreement to any tenured member for a period of one (1) school year for good and sufficient reason.

B. Application for such leave shall be made to the Superintendent at least three (3) months before the end of the school year preceding the school year for which the leave is being sought. Exceptions may be made at the discretion of the Superintendent in cases of emergency.

SICK LEAVE RETIREMENT

Employees covered under this contract shall be eligible for retirement credit for unused sick days, contingent upon the following conditions:

A. General Conditions

1. Employee shall have at least ten (10) consecutive years of service with the school district.
2. Employee must give written notice to the Superintendent of Schools of her request for retirement setting forth the requested date of retirement and her claim for credit for unused sick days. Said written notice must be received no later than October 31st preceding the June retirement.
3. The effective date for written notice may be waived in case of an emergency, with the approval of the Superintendent of Schools and the sole discretion of the Board of Education.
4. In the event the employee dies subsequent to providing notice of his/her intent to retire, but prior to his/her retirement, the value of the accumulated and unused sick days as calculated below, shall be paid to said employee's estate.

B. Individuals employed prior to June 30, 1997 shall have the value of the sick days computed as follows:

1. Compensation shall be based on one-half (1/2) the per diem rate of pay, at the time of retirement for all accumulated unused sick days in excess of thirty (30) days.

C. Individual employed subsequent to June 30, 1997 shall have the value of the sick days computed as follows:

1. Employee shall be compensated for unused sick days at the rate of one-half (1/2) the per diem rate of pay, at the time of retirement to a maximum amount of \$15,000.00.

PROFESSIONAL DEVELOPMENT

A. An employee covered under this contract may be reimbursed for an amount not to exceed \$1,000.00 per school year (July to June) for course completion at an accredited institution for course work that is job related and pre-approved by the Superintendent of Schools.

B. An employee covered under this contract shall be reimbursed for business related travel as per district policy.

DURATION OF AGREEMENT

- A. This Agreement shall be effective July 1, 2012 and expire June 30, 2015.
- B. In witness whereof the parties hereto have caused this Agreement to be signed by their respective presidents, representatives, attested to by their respective secretaries/representatives, and the corporate seals to be placed hereon, all on the day and year first above written.

CENTRAL REGIONAL ADMINISTRATIVE OFFICE PERSONNEL ASSOCIATION

Sharon Kuehne
President

Date: 8/21/14

Mary Kortenhau
Vice President

Date: 8/27/14

CENTRAL REGIONAL BOARD OF EDUCATION

Kurt Burd
President

Date: _____

J. Ollie
Board Secretary

Date: 8/21/14

Salary Guides
Central Regional Administrative Office Personnel Association

<u>Step</u>	<u>2012/2013</u>	<u>Step</u>	<u>2013/2014</u>	<u>Step</u>	<u>2014/2015</u>
1	29,779	1	29,979	1	30,179
2	31,279	2	31,479	2	31,679
3	32,779	3	32,979	3	33,179
4	34,279	4	34,479	4	34,679
5	35,779	5	35,979	5	36,179
6	37,279	6	37,479	6	37,679
7	38,779	7	38,979	7	39,179
8	40,279	8	40,479	8	40,679
9	41,779	9	41,979	9	42,179

Salary Off Guides

<u>Step</u>	<u>2012/2013</u>	<u>Step</u>	<u>2013/2014</u>	<u>Step</u>	<u>2014/2015</u>
1	44,162	1	45,266	1	46,398
2	45,700	2	46,842	2	48,013
3	50,799	3	52,069	3	53,371
4	51,435	4	52,720	4	54,038
5	53,351	5	54,685	5	56,052

Placement on the guide for new employees as recommended by the Superintendent and approved by the Board of Education, based on prior experience/skills required.

LONGEVITY SCHEDULE

<u>LONGEVITY AMOUNT</u>	<u>AT THE COMPLETION OF:</u>
\$200.00	3 consecutive years
\$200.00	6 consecutive years
\$300.00	9 consecutive years
\$300.00	12 consecutive years
\$300.00	15 consecutive years
<u>\$400.00</u>	20 consecutive years
Total: \$1,700.00	

STIPENDS:

Secretary to the Superintendent -	\$2,500.00
Secretary to the Business Administrator -	\$2,500.00
Bookkeeper for Student Accounts -	\$ 500.00